

**Law Offices of Leo B. Dubler, III, LLC**

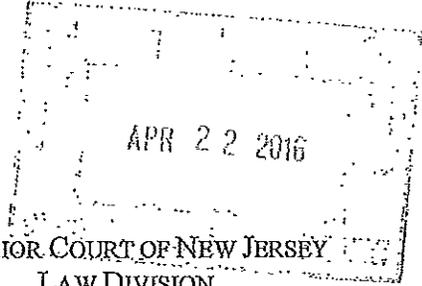
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ATTORNEY FOR PLAINTIFF ANDREW MARANO



ANDREW MARANO,

Plaintiff,

v.

BOROUGH OF STRATFORD, JOHN  
KEENAN, JOHN DOES 1-10, and ABC  
COMPANIES 1-10, jointly, severally and  
in the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CAMDEN COUNTY

Docket No.: CAM-L-

1577-46

**COMPLAINT AND  
JURY DEMAND**

The Plaintiff, Andrew Marano, residing in the Borough of Laurel Springs, County of Camden, and State of New Jersey, by way of complaint against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, says:

**FIRST COUNT**

1. Defendant John Keenan ("Keenan") began working for Defendant Borough of Stratford ("Stratford") in or around 1989.
2. Plaintiff Andrew Marano ("Marano") worked in Stratford's Public Works Department.
3. In or around 1997, Keenan became the Borough Clerk of Stratford.
4. From 1997 down to today, Keenan has been overseeing Stratford's Public Works Department.

5. Defendant Keenan sexually harassed employees of Stratford for years, including but not limited to Marano.
6. Defendant Keenan has been sexually harassing Marano for years.
7. By way of example, Marano would frequently have to go to Stratford's Borough Hall as part of his job.
8. On countless occasions, Keenan would make comments to Marano about how good Marano looked and how tan he was.
9. On countless occasions, when Marano was at the Borough Hall, Keenan would walk by and rub Marano's shoulders and back, and at other times, Keenan would grab or rub Marano's rear end.
10. Keenan would frequently call Marano when Marano was working and ask what he was doing.
11. On cold days, Keenan would ask Marano if he was wearing "long johns" so his midsection would not get cold.
12. On warm days, Keenan would call Marano and ask if he was wearing his thong, and would then frequently say, "Hubba hubba hubba."
13. On one occasion, a gentleman broke into the Samuel S. Yellin School and the Police Chief showed Keenan a video of the man running through the hallways naked.
14. Keenan told Marano about the video and said that when he first saw it, he was really excited because he thought the naked man in the video was Marano.
15. Keenan said all he could think about when he saw the video was Marano.

16. When Marano would fill out requests for vacation days on the calendar in Keenan's office, Keenan would ask Marano why he was taking a vacation in July when he could take a vacation with Keenan in the winter.
17. Keenan would say, "We would have more fun."
18. Keenan would also say that when Marano came back from vacation, Keenan wanted to give Marano a "thorough evaluation of [his] tan lines" and would usually end the statement by saying, "Hubba hubba."
19. Whenever Marano attended a council meeting, Keenan would make comments about what Marano was wearing and how "hot" Marano looked, and say to Marano, "I couldn't keep my eyes off of you."
20. Sometimes, Keenan would make the comments to Marano while he was actually at the meetings, and many times, he would make the comments the next day during working hours (sometimes on the phone and sometimes in person).
21. All of the above are just examples of Keenan's sexual harassment of Marano, which went on for years; this is by no means an exhaustive list.
22. Keenan's sexual harassment of Marano continued into 2014.
23. For example, on or about April 30, 2014, Marano was putting up a clock in the pouring rain.
24. The back window of the loader was open, and by the time Marano was done, he was soaked from the rain.
25. Marano went to the Borough Hall and asked Keenan if he could go home and get changed because he had gotten soaked from the rain.

26. Keenan then approached Marano and said, "Let me see," and proceeded to rub Marano's leg, while continuing to say, "Hubba, hubba, hubba, you are wet."
27. Keenan said Marano should take his jeans off and wear a yellow thong for the rest of the day.
28. The sexual harassment continued into the summer of 2014.
29. For example, Keenan began to send sexual text messages to Marano.
30. Keenan would text Marano while he was on vacation and ask Marano if he was "at the nude beach."
31. Keenan then went on to say that he would rather be sitting on the beach with Marano looking at naked men than waiting for Christmas.
32. Keenan then sent numerous text messages about being naked and asked Marano to take pictures for him.
33. There was a continuous ongoing pattern of Keenan sexually harassing Marano that took place over the course of years.
34. Keenan frequently made it known that he was homosexual and would frequently talk about wanting to have sex with men, and having sex with men.
35. Keenan used his position as Borough Clerk to sexually harass Marano.
36. Keenan targeted Marano for sexual harassment because of Marano's gender, in violation of New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD").
37. Keenan's sexual harassment of Marano was severe.
38. Keenan's sexual harassment of Marano was pervasive.
39. Keenan's sexual harassment of Marano changed the terms and conditions of Marano's employment with Stratford.

40. Marano was subjected to a hostile work environment because of his gender, in violation of LAD.
41. Keenan and Stratford sexually harassed Marano in violation of LAD.
42. Keenan aided and abetted Stratford in the sexual harassment of Marano.
43. Marano had nowhere to turn to for help as Keenan would prevent Stratford's Department of Public Works employees from speaking to the Town Council or the Mayor.
44. Further, Stratford had no meaningful policy against sexual harassment.
45. For example, Keenan would frequently hire people to whom he was sexually attracted, even if they were not qualified or otherwise prohibited from working for Stratford.
46. For example, he hired a person named Pat Scofield ("Scofield").
47. It is believed that Scofield had a criminal record and should not have been hired by Stratford, but Keenan pushed for Stratford to hire Scofield.
48. Scofield worked in the Public Works Department and he should have been supervised by the Public Works supervisor.
49. But the supervisor had little or no authority over Scofield because Keenan had made it clear that he was sexually attracted to Scofield, and therefore, different rules applied to Scofield.
50. For example, Scofield would work during the summer with just a vest, without a shirt underneath.
51. The supervisor told Scofield to wear a shirt under his vest, but Scofield went to Keenan, who said that he could work with just his vest without a shirt.
52. Scofield would make comments about Keenan's sexual advances towards him.

53. For example, Scofield would say about Keenan, "If I blow him [Keenan], he'll get me a motorcycle."
54. It was not long after that when Scofield ended up owning a motorcycle shop.
55. Keenan hired other employees to whom he was sexually attracted.
56. Keenan would bring Scofield lunch most days while Scofield worked for Stratford.
57. Keenan periodically did that with other male employees to whom he was sexually attracted.
58. Any policy that Stratford claims to have against sexual harassment is meaningless.
59. Stratford did not take any meaningful steps to prevent the sexual harassment of employees in the Public Works Department.
60. There was open and obvious sexual harassment going on in Stratford that all Borough officials knew of or should have known of.
61. Keenan's sexual harassment of Stratford's employees was known to Stratford officials for years.
62. The actions of Keenan and Stratford were intentional, malicious, and designed to cause Marano harm, which they in fact did.
63. Marano was and is upset, disgusted, and humiliated because of the constant sexual harassment he was subjected to at the hands of Keenan.
64. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm,

embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

### SECOND COUNT

65. Marano repeats and incorporates all of the facts and all of the paragraphs of the First Count of the Complaint as if set forth at length herein.
66. Keenan would sexually harass other male employees of Stratford's Department of Public Works, not just Marano.
67. Keenan would make sexual comments about male workers in Stratford's Department of Public Works.
68. Keenan would inappropriately touch male workers of the Public Works Department.
69. Keenan would hire men to whom he was sexually attracted.
70. Keenan would bring lunch to certain men he was attracted to at the Department of Public Works, such as Scofield.
71. Keenan's sexual harassment of men at the Department of Public Works created a hostile work environment for all men who worked there, including Marano.
72. Keenan subjected Marano to a hostile work environment, in violation of LAD.
73. In violation of LAD, Keenan and Stratford created an environment that was hostile to all men who worked in Stratford's Department of Public Works.
74. Keenan aided and abetted Stratford in the creation of a hostile work environment at the Department of Public Works in Stratford, in violation of LAD.
75. Keenan's sexual harassment of male workers was open and obvious.

76. Keenan's sexual harassment of men who worked in Stratford's Public Works Department was severe.
77. Keenan's sexual harassment of men who worked in Stratford's Public Works Department was pervasive.
78. Keenan's sexual harassment of the men Stratford's Public Works Department went on for years.
79. Stratford lacked an effective policy to prevent the sexual harassment of its employees, including men who worked in the Department of Public Works.
80. Any policy against sexual harassment that Stratford claims to have is completely ineffective.
81. Stratford did not take any meaningful steps to prevent the sexual harassment of employees in the Public Works Department.
82. Stratford has no commitment to preventing the sexual harassment of its employees, including those in the Department of Public Works.
83. Keenan's ongoing sexual harassment of employees in Stratford's Department of Public Works created a hostile work environment for all men, including Marano.
84. All officials at Stratford knew of or should have known of the hostile work environment to which men were subjected at the Department of Public Works in Stratford.
85. Keenan aided and abetted the creation of an environment that was hostile to men who worked for Stratford, in violation of LAD.
86. Marano was harmed by the illegal hostile work environment to which he was subjected, in violation of LAD.

87. Marano was and is upset, embarrassed, and humiliated by the ongoing sexual harassment, which was severe and pervasive and ongoing at Stratford.

88. The actions of Keenan and Stratford were intentional, malicious and designed to cause Marano harm, which they in fact did.

89. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

### THIRD COUNT

90. Marano repeats and incorporates all of the facts and all of the paragraphs of the First Count and Second Count of the Complaint as if set forth at length herein.

91. Keenan sexually harassed Marano for years.

92. Keenan sexually harassed other employees of Stratford's Public Works Department as well.

93. Keenan's sexual harassment of Marano and other male employees was open and obvious.

94. Keenan began to send text messages to Marano that were sexual in nature.

95. Keenan would send the text messages during the work day and also while Marano was out of the office, such as when he was on vacation.

96. Keenan's sexual harassment of Marano was so bad that no reasonable person could be expected to tolerate it.

97. Keenan's sexual harassment of Marano compelled Marano to go on a leave of absence and ultimately lose his job.

98. Marano lost his job because of the ongoing severe sexual harassment by Keenan.

99. Marano was constructively discharged from his job at Stratford due to Keenan's sexual harassment of him, in violation of LAD.

100. Marano was subjected to sexual harassment while working at Stratford that no reasonable person could be expected to endure.

101. Keenan aided and abetted the harassment and constructive discharge of Marano.

102. Marano was and is upset, humiliated, and embarrassed by the ongoing and severe sexual harassment and constructive discharge he was subjected to at the hands of Keenan.

103. Keenan's sexual harassment and constructive discharge of Marano caused Marano harms, damages, and losses.

104. The actions of Keenan and Stratford were intentional, malicious, and designed to cause Marano harm, which they did.

105. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys'

fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

#### FOURTH COUNT

106. Marano repeats and incorporates all of the facts and all of the paragraphs of the First, Second, and Third Counts of the Complaint as if set forth at length herein.

107. Keenan sexually harassed Marano because of his gender, in violation of LAD.

108. Keenan sexually harassed Marano for years.

109. Marano would periodically complain to Keenan about the sexual harassment.

110. Marano, at times, would tell Keenan to stop.

111. Because of Marano's complaints, Keenan not only continued the sexual harassment of Marano, but increased the sexual harassment of Marano.

112. For example, in 2014, Keenan sent multiple text messages of a sexual nature to Marano.

113. Keenan was purposely targeting Marano for sexual harassment even more because of Marano's complaints about his harassment.

114. Keenan had a lot of motivation to try to get rid of someone who complained like Marano.

115. Keenan was someone who would hire men because he was sexually attracted to them – regardless of the fact that the people in question were not qualified to work for Stratford.

116. Keenan also had a strong motivation to get rid of those who complained, such as Marano, because Keenan was involved in multiple illegal actions with regard to his employment at Stratford.

117. For example, Keenan was caught stealing hundreds of pounds of metal from Stratford.
118. Keenan was forced to admit that he stole metal from Stratford at a meeting.
119. Keenan committed other illegal acts as well.
120. Because of Marano's complaints about Keenan's sexual harassment of him, Keenan waged a campaign of retaliation against Marano, in violation of LAD.
121. Keenan retaliated against Marano, in violation of the anti-retaliatory provision of LAD, N.J.S.A. 10:5-12(d).
122. Stratford retaliated against Marano because of his complaints, in violation of LAD.
123. Keenan aided and abetted Stratford in its retaliation against Marano for his complaints about sexual harassment of Marano and others.
124. The actions of Keenan were intentional, malicious, and designed to cause Marano harm, which they in fact did.
125. Marano was and is upset, embarrassed, and humiliated by Keenan's retaliation against him because of Marano's objections to Keenan's sexual harassment of him.
126. The intentional and malicious nature of the actions of Keenan and Stratford justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

## FIFTH COUNT

127. Marano repeats and incorporates all of the facts and all of the paragraphs of the First, Second, Third, and Fourth Counts of the Complaint as if set forth at length herein.

128. Defendants John Does 1-10 represent the fictitious names of individuals, both male and female, whose identities are currently not known.

129. Defendants ABC Companies 1-10 represent the fictitious names of business entities (companies, municipalities, public entities, contractors, subcontractors, corporations, partnerships, LLCs, joint ventures, sole proprietors, etc.), the identities of which are currently not known.

130. John Does 1-10 represent individuals that owned, controlled or managed Stratford and/or Stratford's Department of Public Works.

131. John Does 1-10 represent individuals that owned, controlled or managed Stratford and/or Stratford's Department of Public Works, where Marano worked.

132. John Does 1-10 represent Borough officials and managers of Stratford who knew or should have known that Marano was being sexually harassed and retaliated against, but chose to ignore it.

133. John Does 1-10 aided and abetted the sexual harassment and retaliation of Marano.

134. John Does 1-10 participated in the sexual harassment and retaliation of Marano because of his complaints about sexual harassment at Stratford.

135. ABC Companies 1-10 represent companies that owned, controlled, or managed Stratford, the municipality where Marano worked.

136. ABC Companies 1-10 represent companies and/or municipalities that owned, controlled, supervised or managed Stratford and/or Stratford's Department of Public Works.

137. Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 conspired to retaliate against Marano because of his complaints about sexual harassment, in violation of LAD.

138. Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 knew or should have known of the sexual harassment to which Marano was being subjected, but did nothing to stop it -- in violation of LAD.

139. The actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 were intentional, malicious, and designed to cause Marano harm, which they in fact did.

140. The intentional and malicious nature of the actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10 were in violation of LAD.

141. The actions of Defendants Stratford, Keenan, John Does 1-10 and ABC Companies 1-10 caused Marano to suffer embarrassment, emotional harm and upset, and psychological injuries.

142. The intentional and malicious nature of the actions of Defendants Stratford, Keenan, John Does 1-10, and ABC Companies 1-10, as well as their owners, officials, agents, employees, and managers, justifies the imposition of punitive damages.

WHEREFORE, the Plaintiff, Andrew Marano, demands judgment against the Defendants, Borough of Stratford, John Keenan, John Does 1-10, and ABC Companies 1-10, jointly, severally and in the alternative, for damages; losses; emotional harm, embarrassment and upset; psychological injuries; interest; costs; equitable relief; injunctive relief; attorneys' fees; costs of suit; punitive damages; any and all relief provided for by New Jersey's Law Against Discrimination; and any and all relief that the Court deems just and proper.

**JURY DEMAND**

The Plaintiff hereby requests a trial by jury as to all issues referred to in the Complaint.

**CERTIFICATION**

I certify that this matter is not the subject of any pending lawsuit or arbitration. I further certify that no other parties should be joined in this matter.

Law Offices of Leo B. Dubler, III, LLC  
Attorney for Plaintiff Andrew Marano

A handwritten signature in cursive script, appearing to read "Leo B. Dubler, III", written over a horizontal line.

Leo B. Dubler, III

DATED: April 22, 2016